

ATTACHMENT 1

ILLUSTRATIVE INSTALLATION CONDITIONS AT STATE FACILITIES

The following are generic site installation conditions or guidelines for solar installations at State facilities. These should be considered a starting point only. Bidders are responsible for determining if:

- these all apply at the specific sites nominated in this RFP,
- any other requirements or guidelines apply, or
- existing site conditions dictate a different design solution.

Bidders should propose a system design, configuration, and price that fits the circumstances of each nominated site. That information should be reported in Proposal Forms 1-3, as well as in each bidder's narrative proposal (following the bid submission guidance presented in Section 5 of this RFP).

250 kW Roof Top Configuration

1. Clear open roof area free from any known obstructions.
2. Building height is no taller than a typical five-story building, unless otherwise indicated.
3. There are no restrictions on use of flat, tilted, or tracking panel installation, unless there are site-specific aesthetic or structural considerations identified during the site visit or environmental review.
4. Assume the roof is relatively new (within the first five years of a 20 year roof life).
5. Roof construction is a mineral cap sheet roof type with underlying waterproof membrane.
6. Roof penetrations are permitted, as long as coordinated with roofing company so as not to violate any roof warranty. Non-penetrating installations are permitted.
7. Assume that there are no structural issues that need to be considered (roof reinforcement, etc.). This is subject to verification during the site visit and when the awarded bidder prepares design drawings.
8. Interconnection facility includes interconnection equipment as required for a metered interconnection in accordance with California utilities "Rule 21" that provides for safe and reliable parallel operations with the local utility grid.¹

250 kW Ground Based Covered Parking System

1. Employ a low-cost support structure since bidders' solar pricing will not receive any special consideration for the shade created, nor for the aesthetic consideration of the

¹ See California Interconnection Guidebook, published by California Energy Commission, at http://www.energy.ca.gov/distgen/interconnection/guide_book.html

support structure. The solar bid price must beat the retail tariff, including all structural system costs.

2. Assume 9 feet of height clearance. If individual sites want to modify this assumption, this should be addressed at the site visit for any sites indicating an interest in a covered parking solar system, or in site-specific guidelines indicated in Attachment 3. (The latter may be modified via addenda to this RFP.)
3. Sites have not indicated if they will require a shaded parking lot solar system to also include nighttime lighting. This may depend upon the operating hours of the facility, or local campus guidelines. This issue should be addressed at the site visit for those sites indicating an interest in a covered parking solar system. Any answers will be reported in a site-specific addendum to the Attachment 3 site data.
4. Solar panels' position -- bidders may propose flat, tilted, fixed, or tracking installations, at their choice.
5. Electrical design -- assume bidders must underground the power connection to/from the parking structure, and that the inverter/transformer will be located next to parking structure (and need physical protection from vehicle damage), unless site visit determines the inverter/transformer can be located adjacent to the point of interconnection.
6. Interconnection facility includes interconnection equipment as required for a metered interconnection in accordance with California utilities "Rule 21" that provides for safe and reliable parallel operations with the local utility grid. (see footnote for 250 kW roof system)

1 MW Open Field Systems

1. There will be no land acquisition, land lease, or agreement maintenance fees charged by the host site to the solar bidder for use of land area.
2. Clear open field area free from any obstructions.
3. No adjoining obstructions, such as other buildings, trees, etc.
4. Solar panels' position -- bidders may propose flat, tilted, fixed, or tracking installations, at their choice.
5. Employ a low cost support structure.
6. Electrical design -- assume that bidders must underground the power connection to/from the solar open field system, the inverter/transformer will be located next to the point of interconnection with the electrical panel, and will need physical protection from damage.
7. Interconnection facility includes interconnection equipment as required for a metered interconnection in accordance with California utilities "Rule 21" that provides for safe and reliable parallel operations with the local utility grid. (see footnote for 250 kW roof system)
8. Note: at Correctional facilities where installations may be made within the facility fence, but not in high-security areas, it will be necessary to pre-arrange and closely coordinate installation activities and schedules with the host facility. There may be particular circumstances where access and/or oversight by a correctional officer must be specially

arranged. If so, there may be additional fees for security personnel that will be payable by the solar provider. These “Security and Guarding” transaction costs are estimated in subsection 1.8.3 Transaction Cost Payments and in Exhibit J to the Solar License Agreement. The exact level of this cost should be discussed and verified at the site visit to these facilities.

ATTACHMENT 2

MINIMUM TECHNICAL & INSTALLATION SPECIFICATIONS

MINIMUM REQUIREMENTS

The conditions listed in this Exhibit should be considered as generally applicable to all sites. Host sites will discuss site-specific technical requirements with bidders during the site visits, and at that time will provide additional information beyond that included in the initial RFP's Attachment 3. If needed, answers to site-specific issues raised during the site visits, or posed in written questions, will be sent to all registered bidders in addenda.

Electric Power Requirements

The general requirements are:

- The power must be provided at 60 Hertz and at 120/240volts single-phase or 480 volts three-phase.
- The guaranteed power capacity is measured at the inverter AC output using PVUSA Test Conditions (PTC), i.e., 1,000 Watts/m² irradiance, 20 degree C ambient temperature, and wind
- The system must include all hardware needed for the solar PV.
- All systems must be installed in accordance with all applicable requirements of local electrical codes and the National Electrical Code (NEC), including but not limited to Article 690.
- Systems must be designed and installed using UL or ETL listed components, including mounting systems
- Modules must be certified to UL 1703.
- Inverters must comply with the following requirements:
 - IEEE 929-2000, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems"; and
 - UL Subject 1741, "Standard for Static Inverters and Charge Controllers for use in Photovoltaic Power Systems"
- Other codes that will apply include:
 - AMSE PTC 50 (solar PV performance)
 - ANSI Z21.83 (solar PV performance and safety)
 - NFPA 853 (solar PVs near buildings)
 - NFPA 70 (electrical components)
 - IEEE 1547 (interconnections)

- All components, wiring, conduit, and connections must be rated for installation on the exteriors of the buildings, except for connections to existing electrical service panels (if necessary and appropriate). Inverters shall be housed in all-weather enclosures suitable for exterior location. An interval data meter (discussed further below) must be installed to measure the AC output of the inverter. This meter should be located in close proximity to the existing billing meter if at all possible and in a location accessible to facilities personnel at each site.
- Interconnection must comply with “Rule 21” affecting the IOUs in California, or its equivalent used by municipal utilities in California. In all cases, interconnection must be acceptable to the servicing distribution utility or the energy service provider, as applicable. The state host site will cooperate with solar provider and, if necessary, will provide consents and execute with the local distribution utility such agreements as are necessary to permit the interconnection of the solar system. Such shall be done at no cost or liability to State and provided further that solar provider shall reimburse State for all out of pocket costs incurred in connection with any interconnection agreement.
- For systems expecting to receive incentive payments via the IOU Self-Generation Incentive program (or the CEC Emerging Renewables Program in the event of a system up to 30 kW), please also consult relevant reliability, warranty, and interconnection requirements of that program, cited in Section 1.8 of the RFP.

Meters

The Bidder will provide revenue-grade Interval Data Recording (IDR) meter complete with industry standard telemetry for communication with Ethernet, cellular and other common output capabilities including but not limited to k/y out connection to customers own energy management system (EMS) for the purposes of metering /monitoring/data collection of solar production. The State host site shall have access to data from these meters, no less frequently than a daily download of such data. The default method for accessing data will be through a web-site connection, unless bidder indicates an alternate system. Additional data (e.g. temperature, wind speed) and host site’s access to this may be offered and included in the bid price at the bidder’s discretion.

In the case where a bidder expects to claim economic value for reducing a facility’s peak demand (measured in on-peak kW) due to solar production, the bidder will need to arrange an interface with or access to the data available from the utility-grade IDR meter that MAY be available at the site. (See Site-specific data for details on what kinds of meters each site has. In the case of university campuses, each individual building may not have interval meters with communication and data downloading capabilities.) Even if such an applicable utility meter exists, bidder will need to arrange permission for access to the utility billing data file in order to verify if the solar production occurred at a time where it had a measurable effect on facility peak demand charges billed by the local distribution utility.

Host sites will conduct occasional billing inquiry, validation and verification, or reconciliation. A winning bidder must be able to provide data and information that was utilized to generate billing determinants. This would include interval metered data representing generation output. Each

host site will make its best efforts to provide or arrange for utility metered data that can support the billing process, whether it is directly through a data file transmission, or through some arrangement with the local utility service provider.

Structural Requirements

All structures, including array structures, shall be designed to resist dead load, live load, plus wind and seismic loads for the area. Systems must be able to withstand wind speeds of at least 80 MPH. Also, thermal loads caused by expected fluctuations of component and ambient temperatures must be combined with all of the above load combinations.

All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30-year design life (even if the solar system is warranted for 25 years) and consistent with any site specific design guidelines and standards (See Attachment 3). This will enable the host site to upgrade solar system components in the future, if desired. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals such as aluminum and steel. Successful solar bidders must maintain the full structural integrity for the full term of the solar PPA.

Because the photovoltaic system will most likely outlast the roofing materials, the structural installation design should provide for easy and cost-effective repair/replacement of the roof under the photovoltaic system. Bidders shall expect to move or remove/replace roof-mounted solar systems one time during contract period, at solar provider's expense, to allow for roofing contractor access for re-roofing. Bidders may want to take this expectation into consideration in choosing the mounting system to be used, i.e. choosing a system that is more amenable to dismantling and re-installing.

Roof penetrations (to the extent incurred) must be waterproofed, pass State inspection, and the bidder must provide at least a 10-year warranty against water leakage. Collaboration is required with the roofing professional responsible for the roof's warranty at the facility, to ensure that the existing roof warranty is not invalidated by the System.

Roof-mounted solar systems must be designed to have minimum maintenance requirements and high reliability. They also must have a minimum 25-year design life even if bidder chooses to offer only a 20-year price bid, and must be designed for normal unattended operation.

Permits and Environmental Clearances

The Bidder will be responsible for meeting and obtaining all necessary state or university permits, licenses, approvals and/or siting variances that are required for the installation and operation of the project facilities and the delivery of the output energy. The State agencies and educational institutions will take lead responsibility in obtaining any CEQA reviews and clearances, but bidder will need to pay any associated fees (as explained in Section 1.8.3).

Operations and Maintenance

The Bidder shall plan to provide state agency notification as early as practical (but in no event less than fifteen (15) days) prior to any planned maintenance and repairs. Bidder shall operate and maintain the solar system so as not to disrupt the operation of the State facility.

The State shall use commercially reasonable efforts to maintain the State facility in good condition and repair so as to be able to receive and utilize the solar electricity supplied by the proposed project.

ATTACHMENT 3

SPECIFIC STATE FACILITIES REQUESTING SOLAR PRICE BIDS THIS ROUND, and SITE INFORMATION

1. Map of Solar PV site Locations (Follows this table)
2. Table of Contents for Site Data and File Name

Site Name	Site Condition File Name (Word Document)	Site Energy Consumption And File Name (Excel File)
DEPARTMENT OF CORRECTIONS:		
<input type="checkbox"/> Chuckawalla Valley State Prison	CVSP Site Info	CVSP Consumption Data
<input type="checkbox"/> Ironwood State Prison	ISP Site Info	ISP Consumption Data
DEPARTMENT OF MENTAL HEALTH:		
<input type="checkbox"/> Metropolitan State Hospital	Metro Site Data	Metro Consump Data
<input type="checkbox"/> Patton State Hospital	Patton Site Info	Patton Consump Data
DEPARTMENT OF TRANSPORTATION		
<input type="checkbox"/> Stockton District Office Building	Stockton Site Info	Stockton Consumption Data
DEPARTMENT OF GENERAL SERVICES		
<input type="checkbox"/> Santa Rosa State Office Building	Santa Rosa Site Info	Santa Rosa Consump Data

SITE NAME	SITE CONDITION FILE NAME (Word document)	SITE ENERGY CONSUMPTION FILE NAME (Excel file)
UNIVERSITY OF CALIFORNIA		
❑ Office of the President (Oakland Headquarters)	UCOP Site Info Additional UCOP Site and Consump Data	UCOP Consump Data
❑ UC Santa Cruz	UCSC Performing Arts Site Info UCSC Music Building Site Info UCSC Classroom Unit Site Info	UCSC Elect. Consump Data for 3 buildings
❑ UC Santa Barbara	UCSB Event Center Site Info UCSB CPS III Site Info UCSB Rec Center Site Info	No site data – two are new buildings, data pending for the Event Center
CALIFORNIA STATE UNIVERSITY SYSTEM		
❑ CSU Fullerton	CSU Fullerton Site Data	CSU Fullerton consumption data
❑ CSU Cal Poly	CSU Cal Poly Site Data	CSU Cal Poly consumption data
❑ CSU Dominguez Hills	CSU Dom Hills Site Data	CSU Dom Hills consumption data
❑ CSU Long Beach	CSU Long Beach carport site data CSU Long Beach Roof Top Site Data	CSU Long Beach consump data

Map of Solar PV Sites



ATTACHMENT 4

REQUIRED PROPOSAL RESPONSE FORMS

Bidder Registration Form (submitted in advance of bid)

Form 1 – Technology Description

Form 2A – Price Proposal Description Form

Form 2B – Price Proposal Calculation Form

Form 3 – Contractor Documentation

Form 4 – Proposal/Proposer Certification Sheet

State Facility Solar Power Purchase

BIDDER REGISTRATION FORM

(Must be submitted to ensure receipt of all Q&A and Bid Addenda, and in no case after June 1, 2004)

Company Name: _____

(As will be on the Agreement)

Contact Person: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Company Web Site Address: _____

Mailing Address: _____

City _____

State _____

Zip code: _____

Business Classification: (circle the appropriate classification)

☐ Corporation ☐ Limited Liability Corporation ☐ Partnership/Joint Venture ☐ Other

Dunn & Bradstreet Number _____
(information item)

Proposal Form 1 Technology Description

Site: _____ (use separate Form 1 for each)

Location & Mounting Configuration: _____ (e.g. Roof, Carport, Open Field)

Description of Solar System Components Included in Design for this Site (Indicate manufacturer, model, size, type*, etc.)	Warranty Applicable
Photovoltaic Array (or other Solar Collector) Materials	
Inverters	
Balance of System Components	
Specialized Structural Materials	
General Notes	
The purpose of this Form is to enable State reviewers to quickly view the equipment offered. Bidder may submit supplemental information and specifications for each equipment item offered as a separate enclosure.	

* E.g. single crystalline silicon or CIS thin-film

Describe system configuration proposed for this site. (For a description of each site's system configuration, bidder may submit two additional pages for each site to characterize the proposed system location, footprint, elevation drawing, manner of mounting and attachment to site, and location of inverter, electrical connection, output meter, and other essential electrical equipment.)

Provide description of verified field data performance on an AC output basis (as per Attachment 2) for a similar system to the one bid here that you have installed. (E.g., specify system size using Attachment 2 rating criteria, actual annual solar output, and efficiency of the system's performance.)

Describe the output performance you quote for this site's installation. Quote:

- System efficiency measured at the output meter,
- Total expected annual solar power output production
- Annual degradation factor for the price period(s) bid

This same data also will be entered into your Proposal Price Form 2B.

Proposal Form 2A - Price Proposal Description - Page 1 of 2

Site _____

Type of System Proposal (Roof, Carport, Open-Field, and what kind mounting)

Narrative:

Please provide a narrative description of your proposed prices over the 20-year term. Bidder should indicate if the future prices are fixed, and if not, what factors will influence the price (e.g., consumer price index changes).

20-Year Bid Price *(Describe here and then insert your proposal terms into Proposal Form 2B - Bid Price Evaluation Spreadsheet – and submit both electronically and in hard copy of your proposal.)*

Form of Price Offered	Formula Metric
Price Format #1 (discount from utility bill)	_____ % discount
Or Price Format #2 (Escalation formula) Base Year Price/kWh _____ Annual Escalation Factor (if applicable) _____	
Or Price Format #3 Base Period Price/kWh _____ Step increase schedule (if applicable) and formula for escalation _____	

State specific index to be used for any escalation factor: (e.g. Consumer Price Index, California Inflation, etc.)

This form is being used for bid evaluation and contract award purposes only. Bidders acknowledge and accept that any price payments made to them under this a PPA will abide by the prices offered here only to the extent that over the terms of the agreement the host site will never pay more in any year than the then-applicable electric service tariff from the local utility or energy service provider. This absolute prohibition of ever paying greater than the retail tariff applies regardless of any features of the price bid.

Proposal Form 2A - Price Proposal Description – Page 2 of 2

Optional 25-Year Bid Price *(Describe here and then insert your proposal terms into a separate Proposal Form 2B - Bid Price Evaluation Spreadsheet – and submit both electronically and in hard copy of your proposal.)*

Form of Price Offered	Formula Metric
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Price Format #1 (discount from utility bill)	_____ % discount
--	------------------

Or Price Format #2 (Escalation formula) Base Year Price/kWh _____ Annual Escalation Factor (if applicable) _____	
---	--

Or Price Format #3 Base Period Price/kWh _____ Step increase schedule (if applicable) and formula for escalation _____	
--	--

State the specific index to be used for any escalation factor: (e.g. Consumer Price Index, California State Treasury indicator, etc.) _____

Case #3 Multi-Site Price Discount (Optional) for all sites offered by _____ (agency or educational institution, including this site.

- Identify a discount either as a percentage of the base bid, or as a specified cent per kWh value: _____
- This discount must apply uniformly to all sites in each agency or educational institution's bundle of sites offered in this RFP

The undersigned offers the following performance guarantee:

Expected performance output: The quantity of power that bidder commits to deliver each year to this site is: _____ (state first year quantity) with a _____ annual degradation factor.

Bidder guarantees a minimum output performance from the solar system each calendar year, at a minimum level equal to 90% of the expected performance output. This production guarantee is based on the bidder's best estimate of the solar irradiance available at the host site. Penalty for failure to meet this level will be payment to the State, or the State's "self-crediting", of 1.5 times the expected savings missed, up to the 90% guarantee level.

Signed _____

Dated _____

Name of Individual _____ Name of Bidder _____

Proposal Form 2B - Price Proposal Calculation Spreadsheet

Bidders will complete a separate Price Proposal Calculation Spreadsheet (PPCS) for each system being proposed.

A downloadable electronic file in Microsoft Excel .XLS format can be found at the following link:

[**CPA RFP Price Proposal Evaluation Spreadsheet Template.xls**](#)

A separate and distinct print-out of the spreadsheet file for each project being proposed will be included as Proposal Form 2B.

Bidders will also provide completed price proposal evaluation spreadsheets in electronic format for each project being proposed as follows:

- A separate and distinct electronic spreadsheet file for each project being proposed.
- Files for projects being proposed submitted in Envelop No. 2 on removable electronic media, either high density 3.5" floppy diskette or 5 1/4" Compact Disk ROM.
- Removable media to be submitted in duplicate.

Files will be named in accordance with the following convention, with the sections in bold modified for each file:

File name					Extension
Proposer	PPCS	Agency	Location	Project	XLS

For example, a hypothetical file name for the DGS Santa Rosa State Office Building submitted by the XYZ Company would be developed as:

File name					Extension
Proposer	PPCS	Agency	Location	Project	XLS
XYZ	PPCS	DGS	Santa Rosa	State Office Building	xls

with a final file name of: "[**XYZ PPCS DGS Santa Rosa State Office Building.xls**](#)"

Proposal Form 3 - Contractor Documentation

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID

State if this applies to all sites bid, or if there are different contractors specified below for different sites bid: _____

To the extent that bidder's sub-contractors will vary depending upon the geographic location of the solar project sites, this form must be completed separately for each installation contractor.

This solicitation is for equipment that must be installed at a State Agency's site by the successful bidder. In accordance with the California Contractor's License Law, in order for a proposal to be considered responsive, the bidder must possess a valid contractor license, of the proper classification, at the time of proposal opening. (Business and Professions Code, B&P 7028.15)

Statement of Work

Installation of on-site solar electrical systems, as described in Proposal Form(s) 1.

License Requirements

The following license(s) is required for this solicitation:

- At a minimum, the installation contractor must have a C-10 Electrical Contractor or C-46 Solar Contractor license.
- If any systems are installed pursuant to CEC incentives (e.g. up to 30 kW), the CEC's Emerging Renewables Program Guidebook" requires that contractors must have an active A (General Engineering Contractor, where applicable to unique projects), B (General Contractor), C-10 Electrical Contractor license, or a C-46 Solar Contractor license for photovoltaic systems. In addition, the CEC intends to require that contractors be certified to the testing requirements of the photovoltaic protocols of the North American Board of Certified Energy Practitioners once these protocols are finalized.
- For ground-mounted solar installations, a Class B license is required.
- Any company that sub-contracts installation work to a C-10 or C-46 contractor must have a "B" license.

Contracting law states that a prime contract cannot be awarded to a specialty contractor whose classification constitutes less than a majority of the project. Business & Professionals Code Section 7059(b) however, permits work that is incidental and supplemental to the project may be undertaken by the specialty contractor even though that contractor does not hold those specific specialty licenses. A licensed subcontractor in accordance with the Public Contract Code Section 4100, et. seq. must perform all other work.

Incidental and supplemental is defined as work essential to accomplish the work in which the contractor is classified. A specialty contractor may use subcontractors to complete the incidental

and supplemental work, or he may use his own employees to do so. (California Code of Regulations CCR 831).

Bidder's Contractors License Number _____

License Issued to Whom _____

Relationship of Bidder to License Holder _____

Classification _____

Expiration date _____

The bidder, by their signature on the Request for Proposal, certifies under penalty of perjury the accuracy of the representations made on the proposal form with regard to the contractor's license number(s), class, status in good standing and the expiration date.

***Subcontractors to be Used** (All subcontractors must comply with Site License terms and conditions)

Name/Address _____

For what solar site? _____

License No. _____

Classification _____

Expiration date _____

Name/Address _____

For what solar site? _____

License No. _____

Classification _____

Expiration date _____

Name/Address _____

For what solar site? _____

License No. _____

Classification _____

Expiration date _____

*Attach further detail for additional entries as necessary

Proposal Form 3 - Contractor Documentation (page 3)

Other Requirements

The bidder shall comply with the Laws and Regulations governing the payment of prevailing wage as identified in the Labor Code, Part 7 (Public Works and Public Agencies), Chapter 1 (Public Works). Copies of the prevailing rate of per diem wages are on file at the Department of General Services Procurement Division headquarters and shall be made available to any interested party on request.

The state reserves the right to approve subcontractors.

Worker's Compensation Certification

By signing and submitting a proposal, the bidder certifies that they are aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

Proposal Form 4:

PROPOSAL/PROPOSER CERTIFICATION

This Proposal/Proposer Certification must be signed and returned, along with the Small Business Enterprise and Disabled Veteran Business Enterprise certifications, if applicable, as part of the **Sealed Envelope #1 – Technical Proposal and Qualifications** contents, see Section 5.1 of this RFP. Provide TEN (10) copies of this Proposal/Proposer Certification and attachments, a minimum of two with original signatures.

Proposer certifies the following:

- A. "I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort."
- B. "The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification."

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature	13. Date	

14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:

a. California Small Business Enterprise

Yes ☐ No ☐

If yes, enter certification number:

b. Disabled Veteran Business Enterprise Yes ☐
No ☐

If yes, enter your service code below:

NOTE: A copy of your Certification is required to be included if either of the above items is checked **"Yes"**.

Date application was submitted to OSBCR, if an application is pending:

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet as instructed below

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 5

STATE OF CALIFORNIA SOLAR POWER PURCHASE AGREEMENT MAJOR TERMS AND CONDITONS

If the State enters into a Solar Power Purchase Agreement (SPPA) pursuant to this RFP, the SPPA will include, but will not be limited to, the following Major Terms and Conditions. These Terms and Conditions are non-negotiable. The State of California will provide the final form of the SPPA containing these Terms and Conditions if the State ultimately awards any agreements pursuant to this RFP.

In the following Terms and Conditions, “State” refers to the State of California; “System” refers to the Solar panels or Solar System to be installed. “Facility” means the state building or site housing the System. “Agency” refers to the State Agency that operates the Facility intended as the site for the System. “Licensee” refers to the winning bidder for the particular Facility who will obtain a license (“Solar License Agreement” or SLA) to install the System and will sell electricity to the Agency at the Facility.

1. Term: either 20 or 25 years. At least 20 years required, but in no event shall the term exceed the System’s manufacturer’s guarantees.
2. Purchase agreement: Agency will purchase all electricity supplied by the System that meets agreed-upon specifications up to the available output of the System. Licensee shall have no right to sell electricity from the System to anyone other than the Agency.
3. Purchase price: Price per kilowatt-hour to be at or below retail for the Facility over the term of the SPPA. See RFP, Attachment 4, Forms 2A and 2B. Licensee will also provide the following:
 - a. Billing System: Licensee will provide a system for billing Agency that is consistent with the pricing structure identified in Forms 2A and 2B, which includes, but is not limited to, the following information: a) interaction of the System, if any, with the utility revenue meter and any related power consumption; b) process for documenting System output; c) process for annual adjustment or true-up to verify the System’s achievement of its minimum performance guarantee; d) process for annual adjustment, if necessary, to ensure that solar price paid does not exceed the utility bill that otherwise would have been paid absent the solar energy purchase; e) any special analysis, calculations, or billing methods to be used if Licensee intends to take credit for saving Agency on-peak demand charges; f) methodology for sharing billing data and information (i.e., online, email data files, third party access, etc.)

- b. Customer Service: Licensee shall provide all of the following:

- i. Licensee will produce and send bills to Agency designee within fifteen (15) business days of the end of the billing cycle.
 - ii. Licensee will post meter reads to a password protected web site and make this web site available to Agency.
 - iii. Licensee will post 15-minute interval data to password protected website and will make this data available to Agency within 24 hours.
 - iv. Licensee will provide a Customer Service representative accessible to Agency twenty-four (24) hours per day, seven (7) days per week in cases of emergency.
4. Rebates and other incentives: Any grant, rebate, incentive payment or credit by the Local Distribution Company, local provider of electricity or the California Energy Resources Conservation and Development Commission paid as a result of the design, construction and operation of the System shall inure to the benefit of the Licensee. Agency will cooperate in good faith as necessary to enable Licensee to obtain all available incentives and rebates, including assignment to Licensee of any incentive received by Agency, as consistent with this Agreement.
5. Meters: Licensee shall provide a revenue-grade Interval Data Recording (IDR) meter complete with industry standard telemetry for communication with Ethernet, cellular and other common output capabilities including but not limited to k/y out connection to customers own energy management system (EMS) for the purposes of metering/monitoring/data collection of solar production. Agency shall have access to data from these meters, no less frequently than a daily download of such data. Licensee shall measure the actual amount of electricity supplied to the Agency by the System at the Electrical Interconnection Point using the revenue-grade IDR meter as described above. Meters shall be installed at Licensee's expense. Licensee shall have the meters tested annually at its own expense by an independent third party approved by the Agency. Agency and the State shall be allowed to observe this testing, and Licensee shall provide notice of the testing to Agency and the State at least ten (10) days prior to the test date. Licensee shall provide copies of such tests to the Agency. In addition to the annual test, Licensee shall also test the meter at any reasonable time upon request of the Agency. Agency shall reimburse Licensee for the cost of any test requested by Agency, unless such testing demonstrates that the meter was operating outside of its allowable calibration. Agency may also conduct occasional billing inquiry, validation and verification, or reconciliation procedures. During such Agency procedures, Licensee shall provide Agency with the data and information used to generate billing determinants, including any interval meter data representing generation output. Agency will use its best efforts to provide or arrange for utility metered data that can support the billing process, either directly through a data file transmission or through some arrangement with the local utility service provider.
6. Guarantee of Minimum Output Performance: Licensee has estimated that it will deliver ____ kilowatt-hour of electricity annually to Agency at the Facility from the System. Licensee guarantees a Minimum Output Performance from the System of ____ % of the stated expected performance output from the System over the course of a calendar year, as specified in bidder's proposal in response to the Solar RFP, attached as Exhibit X to this Agreement. This Minimum Output Performance shall in no event be less than 90% of the stated expected

performance output. If Licensee fails to meet Guaranteed Minimum Output Performance requirement on an annual basis, Licensee will pay Agency or offset future Agency payments in the amount of 1.5 times the value of the lost savings, up to the 90% guarantee level.

7. Potential Revenue from Renewable Energy Credits (RECs): If, under the State's Renewable Portfolio Standards, the RECs from the System at this Facility realize market value during the term of this Agreement, Licensee shall retain the first two-cents per kilowatt-hour (2¢/kwh) of value, and any amount over 2¢/kwh shall be split equally between Agency and the Licensee for any non-University of California Facilities. In the case of University of California and California State University Facilities, they will retain ownership of all of the renewable attributes of the System and Licensee is prohibited from selling RECs or otherwise transferring ownership of the renewable attributes of the System from the Universities.
8. Termination rights, Agency: Agency shall have the right to terminate the SPPA at any time on thirty (30) days written notice to Licensee, without further liability, if any of the following occur: a) If a Force Majeure event has occurred (as defined in Section 11 below); b) If Licensee files or is adjudged bankrupt (as defined in Section 25 below); or c) Upon an Event of Default by Licensee (as defined in Section 12 below).
9. Termination for Convenience, Agency: In addition to the termination rights in Section 8 above, Agency may terminate this Agreement for convenience, subject to sixty (60) days written notice to Licensee. In the event that Agency terminates this Agreement for convenience pursuant to this section, Agency shall pay Licensee a Termination Fee as specified in Section 17 below.
10. Termination rights, Licensee: Licensee shall have the right to terminate the SPPA at any time on thirty (30) days written notice to Agency, without further liability, if any of the following occur: a) If, prior to the first date of scheduled delivery of electricity, Licensee determines that the System cannot be built as planned or that its construction and operation would not be economically viable for the Licensee. Licensee will be responsible for repairing any damage to the Facility arising from activities conducted by Licensee pursuant to the SPPA or SLA and shall reimburse Agency and the Department of General Services for any costs associated with review and approval of the SPPA and SLA; b) Upon occurrence of a Force Majeure, including, but not limited to, Licensee's inability, after diligent efforts, to obtain or maintain required approval or permits from any governmental authority for the installation or operation of the System; c) In the event that, through no fault of Licensee and for other than a Force Majeure event, the System is permanently shut down due to renovation, damage, destruction or closure of the Facility, and Agency and Licensee cannot agree upon an alternative location for the System (as defined in Section 15 below); or d) Upon a Event of Default by Agency (as defined in Section 13 below).
11. Force Majeure: For the SPPA, "Force Majeure" means an act of God (such as earthquakes, fires, riots), actions or inactions of a regulatory authority, or actions of others such as strikes, lockouts, or other industrial disturbances, not within the control or arising from the fault of the party claiming Force Majeure. Any party claiming Force Majeure shall advise the other party as soon as possible of the occurrence of the event and shall provide the other party with the

basis of the claim, in writing, within ten (10) days of the occurrence of the event. Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. For Agency, due to the constitutional limitations pertaining to multiple year contracts (Article XVI, Section 1), a Force Majeure event shall include a “budget non-appropriation event” in which the Budget Act of any year covered in this Agreement does not appropriate funds for the procurement of any utility services for Agency. Upon occurrence of a budget non-appropriation event as defined above, this Agreement shall be of no further force and effect as to Agency. Agency agrees that it shall use its best efforts to seek appropriation for utility services during the term of this Agreement. If this Agreement is terminated due to a “budget non-appropriation event”, Agency agrees that it will not seek funding for a source of electricity other than the System at the Facility for one year from the date of termination to the extent permitted by law.

12. Event of Default, Licensee: The following may be considered an Event of Default by Licensee at the option of Agency as the non-defaulting party: a) Licensee’s failure to operate the System for a continuous period of sixty (60) days or for ninety (90) days in any six month period. Agency shall have the right to demand an explanation of any continuous periods of non-operation in excess of thirty days in order to assess the nature and cause of the failure to operate; b) Unreasonable interference by Licensee with the operations of Agency at the Facility, if the interference is curable by suspension of operation of the System and Licensee fails to suspend operation of the System within 48 hours of Agency’s notice to Licensee regarding the interference without good cause, as determined by Agency; c) For terms other than those listed in a. and b above, failure by Licensee to perform or comply with any material term of the SPPA or the Solar License Agreement within sixty (60) days of written notice by Agency, unless Agency agrees to a longer period to cure the default.
13. Event of Default, Agency: The following may be considered an Event of Default by Agency at the option of Licensee as the non-defaulting party: a) Agency’s failure to pay undisputed invoices in accordance with Government Code section 927 et seq. for a continuous period of 180 or more days, except when such failure is a direct result of a “budget non-appropriation event” as defined under Section 11 above, “Force Majeure”; b) The renovation, damage, destruction or closure of the Facility, for other than a “Force Majeure” event, which results in the permanent shutdown of the System at the Facility, if Agency and Licensee are unable to agree upon an alternative location for the System as defined in Section 15 below; c) For terms other than those listed in a. and b above, failure by Agency to perform or comply with any material term of the SPPA or the Solar License Agreement within sixty (60) days of written notice by Licensee, unless Licensee agrees to a longer period to cure the default.
14. Temporary Shutdown of System; In-lieu payments or Extension of Agreement: If, during the term of the SPPA, renovations or damage to the Facility occurs, for reasons other than a “Force Majeure” event (as described in Section 11 above), which significantly reduces or eliminates the use of electricity from the System or requires the temporary shutdown of the System, Agency and Licensee may, by mutual consent, do either of the following as a means of avoiding default under this Agreement. Under either alternative, Agency will make a good faith effort to give as much notice as possible to Licensee prior to System shutdown:

- a. Agency may pay Licensee “in-lieu” fees during the duration of the reduction or shutdown. These in-lieu fees shall be based on the actual payments made by the Agency during the same period on a daily basis in the previous calendar year, unless the Agency and Licensee mutually agree to an alternative “in-lieu” fee methodology. In no instance, however, shall Agency pay a fee which exceeds the cost that would otherwise be incurred by using the current applicable tariff. In exchange for Agency’s payment of in-lieu fees during System shutdown, Licensee shall provide an off-set or credit to Agency at the end of the term of the Agreement for the total number of kilowatt hours paid during the shutdown on a 1:1 basis; or
 - b. Agency and Licensee may agree to extend the term of the Agreement by one day for each day that the System was shut down as an alternative to Agency payment of in-lieu fees.
- 15. Permanent Shutdown of the System at Facility: If, through no fault of Licensee and for reasons other than a Force Majeure event (as described in Section 11 above), the System is permanently shut down due to renovation, damage, destruction or closure of the Facility, Licensee shall be entitled to the following:
 - a. Within thirty (30) days after permanent shutdown of the System, Agency shall provide written notice to Licensee indicating whether or not the Agency intends to restore operation of the Facility or whether relocation of the System will be pursued.
 - b. If, within ninety (90) days after permanent shutdown of the System, Agency and Licensee agree on an alternative location from which Licensee can provide electricity to Agency, then Agency shall pay the costs associated with relocation of the System. This alternative location shall, in the opinion of Licensee, have the potential to provide substantially similar overall system output as the original Facility, measured in total kilowatt-hours over a 12- month period, unless Agency and Licensee mutually agree that this output level is not required.
 - c. Agency and Licensee may agree that Licensee shall be reimbursed for the period of System shutdown prior to relocation, if any, under the payment mechanisms specified in Section 14 above for Temporary Shutdown of the System.
 - d. If, within ninety (90) days after permanent shutdown of the System, Agency and Licensee have not agreed upon an alternative location for the System, Licensee may terminate this Agreement and receive a Termination Payment as defined in Section 17 below.
- 16. Agency Remedies: If Licensee causes an Event of Default, Agency shall have the right to terminate the SPPA and the SLA by providing written notice to Licensee indicating that the SPPA and the SLA have been terminated and requesting that the System be removed and the Facility restored to the pre-installation condition subject to ordinary wear and tear. If the Licensee fails to remove the System and restore the Facility within forty-five (45) days of notice by Agency, Agency may consider the System abandoned and may remove the System and any other property owned by the Licensee from the Facility and dispose of Licensee’s property in any manner within Agency’s discretion. In addition, Agency may also recover from Licensee any reasonable expenses incurred as a result of Licensee’s Default, including repair of the Facility to pre-installation condition. Agency’s remedies shall also include, but

not be limited to, the right by Agency to offset any damages resulting from Licensee's default against any monies owing or to be owed to Licensee under this Agreement. If Agency elects not to terminate the SPPA and SLA following an Event of Default by Licensee, this election shall not constitute a waiver by Agency as to any subsequent Event of Default by Licensee.

17. Licensee Remedies: If Agency causes an Event of Default, Licensee shall have the right to a Termination Fee in the form of Liquidated Damages. For purposes of this Agreement, parties agree that Licensee's Liquidated Damages shall be calculated by multiplying the Net Installed Price of the System by a factor, the numerator being the full term of the SPPA (in months) minus the current month of the SPPA and the denominator being the full term of the SPPA (in months). For purposes of this Liquidated Damages calculation, parties agree that the Net Installed Price is the full cost of the System, less any incentives or rebates received. The Net Installed Price shall be confirmed by the calculations provided in the Self Generation Incentive Program application. Licensee shall provide Agency with a copy of the final approved documentation from the Self Generation Incentive Program to verify the approved project cost and incentive amount. Parties acknowledge and agree that in the Event of Default by Agency of this Agreement, Licensee's damages would be difficult or impossible to compute and that this Liquidated Damages provision represents the reasonable estimate of such damages established by the parties in good faith consideration of the facts and circumstances surrounding the transactions contemplated by this Agreement as of the effective date. Parties have initialed this Section _____ to establish their intent so to liquidate damages.
18. Limitation on Remedies: For purposes of this SPPA, Licensee hereby accepts the Facility in an "As-Is" condition and acknowledges that Agency and the State have not made any statements or representations or warranties regarding the Facility, and Licensee is not relying upon any statement or representation or warranty of Agency, the State or any third party regarding the Facility as to the fitness of the Facility for any particular use of the Licensee or any other matter. The Agency and the State hereby expressly disclaim and Licensee hereby waives all implied warranties, including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligator's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided in the SPPA or in a transaction, the obligator's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly provided in the SPPA, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or in contract or otherwise.
19. Assignment: The SPPA shall not be assignable by the Licensee in whole or in part without the written consent of the Agency and upon such reasonable terms and conditions that the Agency may require. Agency's consent to one assignment shall not be deemed consent to any subsequent assignment. In the event of default by assignee of Licensee or any successor to

Licensee in the performance of the terms hereof, Agency may proceed directly against Licensee without the necessity of exhausting remedies against such assignee. For purposes of this paragraph, Agency will not unreasonably prohibit Licensee from assigning its right to payment, provided that the Licensee remains responsible for the obligations under this SPPA. Notwithstanding the foregoing, Licensee acknowledges that Agency is relying upon the unique expertise and capability of Licensee. Licensee must demonstrate that any proposed assignee has both the financial capacity and the technical ability to perform the obligations required under the SPPA at a level deemed appropriate by Agency. For purposes of this section, the sale, assignment, transfer or disposition, directly or indirectly, of any type which results in a change of control of Licensee shall be deemed an assignment of this SPPA. Change of control shall be as defined in common law, and may be the result of a single or multiple related transactions which result in the cumulative transfer of more than fifty percent (50%) of the voting stock or equity interests of Licensee. However, in no event shall the transfer of shares in an open market transaction of a public held company be considered an assignment needing Agency's approval. Licensee shall have a continuing duty to keep Agency fully apprised in writing of any material changes in the Licensee's business structure and/or status.

20. Financing: Agency will not subordinate its interest in the SPPA as security for any Licensee loans or financing. However, Licensee may pledge its interest in the SPPA as security for loans or financing. If Licensee's lender(s) requests additional terms and conditions to those already provided in this SPPA, Agency agrees to consider any such requests, but may refuse such requests in its sole and absolute discretion and may withhold consent or approval of such additional terms and conditions.
21. Debt Liability Disclaimer / Hold Harmless: The State of California, including, but not limited to, any source of funding for Agency, any General Fund or any special self insurance program, is not liable for any debts, liabilities, settlements, liens, or any other obligations of the Licensee or its heirs, successors or assigns. The State of California and its agencies, departments and divisions shall not be liable for and shall be held harmless and indemnified by Licensee for any claims or damages arising out of any other contract to which Licensee is a party, tort, action or inaction, negligent error in judgment, act of negligence, intentional tort, negligent mistakes or other acts taken or not taken by the Licensee, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the Licensee. The State of California has no obligation to defend or undertake the defense on behalf of the Licensee or its heirs, successors or assigns. Licensee shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the Licensee, its employees, agents, servants, invitees, guests, or anyone acting in concert with or on behalf of Licensee in connection with the performance of this SPPA.
22. Compliance with Applicable Laws, including Utility Interconnection Standards: Licensee, at its own cost and expense, shall comply with all applicable laws and regulations relating to the operation of the System and the generation and sale of electricity to Agency, including obtaining and maintaining all relevant approvals and permits. In particular, Licensee agrees

throughout the term of the SPPA to fully comply with any and all operational standards and requirements imposed by the Utility Interconnection Agreement, and to comply with the interconnection requirements in “Rule 21” affecting the IOUs in California or its equivalent used by municipal utilities in California. In all cases, Licensee’s interconnection shall be acceptable to the servicing distribution utility or the energy service provider, as applicable. Agency will cooperate with Licensee and, if necessary, will provide consents and execute with the local distribution utility such agreements as are necessary to permit the interconnection of the System. This interconnection shall be done at no cost or liability to Agency or the State and Licensee shall reimburse Agency and the State for all out of pocket costs incurred in connection with any interconnection agreement.

23. Compliance with Solar License Agreement, including Maintenance and Repair: The Solar License Agreement is incorporated by reference as an Exhibit to the SPPA. Any default by Licensee under the SLA, including, but not limited to, Licensee’s obligation to maintain and repair the System, shall be deemed a default by Licensee of the SPPA.
24. Taxes: Licensee shall pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this SPPA. Agency will not pay municipal energy or utility users’ taxes or franchise fees on solar energy purchased from Licensee as a private on-site solar provider.
25. Bankruptcy: If Licensee at any time after the execution of this SPPA files a voluntary petition in bankruptcy or is adjudged bankrupt either upon voluntary petition or petition of creditors of the Licensee which is not dismissed within ninety (90) days of its being filed, or should the Licensee seek, claim, or apply for any right, privilege, remedy, relief, or protection afforded by any statute or statutes of the United States related to bankruptcy or should it make an assignment for the benefit of its creditors, or should a receiver be appointed over, or should an attachment be levied and permitted to remain for a period of more than ninety (90) days following the levying of such attachment upon or against any right or privilege of this SPPA, then, upon the happening of any of these events, Agency shall have the option to terminate the SPPA upon thirty (30) days written notice to Licensee, without further obligation or liability under this SPPA.
26. Confidentiality of Data: Any financial, statistical, personal, technical and other data and information relating to the Agency’s or State of California’s operations which are designated confidential by Agency and made available to Licensee in order to carry out the SPPA shall be protected by the Licensee from unauthorized use and disclosure through the observance or the same or more effective procedural requirements as are applicable to the State. Agency shall identify all confidential data and information and shall provide Licensee in writing with the State’s procedural requirements for protection of such data and information.
27. Audit: Licensee agrees that Agency, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the SPPA. Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Licensee will, at a

minimum, maintain one complete set of records at a location in California to facilitate such Audit. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance on this SPPA (Government Code 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896.)

28. Governing Law: The SPPA shall be governed and shall be interpreted in accordance with the laws of the State of California.
29. Recycling Certificate: The Licensee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or projects used in the performance of this SPPA, regardless of whether the product meets the required recycled product percentage as defined in the Public Contracts Code, Sections 12161 and 12200. Licensee may certify that the product contains zero recycled content. (Public Contract Code 10233, 10308.5, 10354)
30. Non-discrimination clause: During the performance of the SPPA, Licensee and any subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Licensee and any subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Licensee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Licensee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Licensee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
31. Certification Clauses: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are incorporated by reference and made a part of this SPPA by this reference as if attached hereto. (See attached). Parties acknowledge that Provision 5 of the CCC, "Contracts for Legal Services \$50,000 or More- Pro Bono Requirement," is not applicable to the SPPA or SLA.
32. Assignment of Antitrust Actions: The Licensee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Licensee shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

33. Child Support Compliance Act: If the SPPA exceeds \$100,000, Licensee acknowledges in accordance with, that:

- a. Licensee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Licensee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

34. Union Activities: By signing this SPPA, the Licensee hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a. Licensee will not assist, promote or deter union organizing by employees performing work on a state services contract, including a public works contract.

- b. No state funds received under this SPPA will be used to assist, promote or deter union organizing.
- c. Licensee will not, for any business conducted under this SPPA, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d. If Licensee incurs costs, or makes expenditures to assist, promote or deter union organizing, Licensee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Licensee shall provide those records to the Attorney General upon request.

CCC-304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Licensee to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Licensee/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	

<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

1 LICENSEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Licensee has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Licensee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Licensee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Licensee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Licensee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Licensee within the immediately preceding two-year period because of Licensee's failure to comply with an order of a Federal court, which orders Licensee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Licensee hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing. (GC 16645-16649)

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Licensee hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Licensee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Licensee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Licensee certifies that it is in compliance with Public Contract Code Section 10295.1 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.1.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Licensee needs to be aware of the following provisions regarding current or former state employees. If Licensee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Licensee violates any provisions of above paragraphs, such action by Licensee shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Licensee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Licensee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Licensee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Licensee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Licensee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

ATTACHMENT 6

STATE OF CALIFORNIA SOLAR LICENSE AGREEMENT MAJOR TERMS AND CONDITIONS

If the State enters into a Solar License Agreement (SLA) pursuant to this RFP, the SLA will contain parallel provisions to all Major Terms and Conditions in the SPPA, with the exception of SPPA terms numbers 2 and 3, which relate specifically to the purchase of electricity. In addition to these parallel Major Terms and Conditions, the SLA shall also include, but shall not be limited to, the following Major Terms and Conditions. These Terms and Conditions are non-negotiable. The State of California will provide the final form of the SLA containing these Terms and Conditions if the State ultimately awards any agreements pursuant to this RFP.

Although the SPPA and the SLA are separate documents, they must be integrally linked in order to fulfill the purposes of this RFP. Therefore, the SLA will be incorporated by reference as an Exhibit to the SPPA, and any default by Licensee under the SPPA shall be deemed a default by Licensee of the SLA. Likewise, the SPPA will be incorporated by reference into the SLA (see below), and any default by Licensee of the SLA shall be deemed a default by Licensee of the SPPA.

In the following Terms and Conditions, “State” refers to the State of California and its agencies, departments and divisions. “System” refers to the Solar panels or Solar System to be installed. “Facility” means the state building or site housing the System. “Agency” refers to the State Agency that operates the Facility intended as the site for the System. “Licensee” refers to the winning bidder for the particular Facility who will obtain a license to install the System and will sell electricity to the Agency at the Facility.)

1. Use: Licensee shall have a non-exclusive License to use the Facility for the construction, maintenance and operation of the System for the production, transformation and transmission of solar photovoltaic generated electricity and for no other use or purpose (the “Permitted Use). Licensee acknowledges that Agency has not made any statements or representations or warranties regarding the Facility and Licensee is not relying upon any statement or representation or warranty by Agency or any third party regarding the Facility, the fitness of the Facility for any particular use of Licensee or any other matter. Licensee has had an opportunity to inspect the Facility and every aspect thereof and represents to Agency that the Facility is in acceptable condition for Licensee’s anticipated use as provided in this License. State hereby expressly disclaims and Licensee hereby waives all implied warranties including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose. Licensee shall not permit or suffer any use of the Facility or any part thereof, or provide the System for the use of others without first obtaining Agency’s written consent. Licensee is only to use the Facility for the collection and conversion of solar energy for electricity generation to be used by Agency. No change or alteration to the Permitted Use,

including a change or alteration to the electrical output of the photovoltaic system, may be made by Licensee without the prior written approval of Agency.

2. Ownership: Subject to the rights provided to Agency pursuant to other terms hereof, the System and all alterations, additions, improvements or installations made thereto by Licensee and all Licensee property used in connection with the installation, operation and maintenance of the System is, and shall remain, the personal property of Licensee ("Licensee Property"). In no event shall any Licensee Property be deemed a fixture, nor shall Agency, nor anyone claiming by, through or under Agency (including but not limited to any present or future mortgagee of the Facility) have any rights in or to the Licensee Property at any time except as otherwise provided herein. Except as provided in this Agreement, Agency acknowledges and agrees that Licensee may grant or cause to be granted to a secured party a security interest in Licensee Property and Agency expressly disclaims and waives any rights it may have in the Licensee Property, at any time and from time to time, pursuant to this License, at law or in equity. Any security interest or mortgage shall be subordinate to the interest of the State in the Facility and subject to the terms and conditions of this License.
3. Compliance with the Solar Power Purchase Agreement: The Solar Power Purchase Agreement is hereby incorporated by reference into this SLA. Any default by Licensee under the SPPA shall be deemed a default by Licensee under the SLA.
4. Applicable Laws and Requirements: All activities conducted by Licensee pursuant to this License shall be in compliance with all applicable zoning requirements and all applicable Federal, State and local laws, ordinances, rules and regulations, and all issued permits and licenses (collectively "Applicable Laws and Requirements"), and shall be conducted at Licensee's own cost and expense. Licensee shall provide Agency with two (2) copies of all permits, approvals and conditions issued by applicable Federal, State and local governmental entities. Licensee shall immediately suspend any use of the System upon notice by any governmental authority having jurisdiction that any of Licensee's activities under the License constitutes a violation of any of the Applicable Laws and Requirements until the violation, if any, is corrected and the applicable governmental authority concurs that the violation is corrected. Licensee shall immediately notify the Agency and the State regarding any alleged violation. Failure of Licensee to immediately suspend use of the System and/or to notify Agency and the State in accordance with this provision after receiving a notice of any violation which may pose a risk to public health or safety may be grounds for termination by Agency with no obligation to pay an early termination fee to Licensee under the SPPA or the SLA.
5. No Interference with Agency Uses/Quiet Enjoyment: Licensee shall operate, maintain and repair the System in a manner that will not obstruct or interfere with Agency's use of the Facility or the rights of any other occupants of the Facility and Licensee will not injure or annoy any occupants of the Facility. In the event interference occurs, Licensee agrees to take all reasonable steps necessary to eliminate such interference promptly. Licensee will use its best efforts to maintain its System in a manner that does not interfere with the Facility or improvements to the Facility.

6. Prohibited Uses: Licensee shall not use or allow the Facility to be used for any improper, immoral, or unlawful purposes, nor shall Licensee cause, maintain or permit any nuisance in, on or about the Facility. Licensee will comply with all rules and regulations adopted by Agency or the State for the Facility. Such rules shall include, but not be limited to, the prohibition against the possession or use of firearms, liquor or illegal drugs. Any willful violation of said rules and regulations may be grounds for immediate termination of the License and SPPA and eviction of Licensee.
7. Estoppel Certificate: Agency and/or the State shall, upon not less than thirty (30) days prior written request by Licensee or Licensee's lender, execute, acknowledge and deliver to Licensee or to Licensee's lender a statement in writing, substantially in the form of the document in Exhibit X, "Form of Estoppel Certificate", incorporated herein by reference, which may be relied upon by any prospective Lender.
8. Subordination to Existing Leases, Easements and Rights of Way: Licensee acknowledges and understands that this License and all rights of Licensee are subject and subordinate to all existing leases, easements, rights of way, declarations, restrictions or other matters of record and all existing agreements of the State with respect to the Facility. Agency and the State reserve the right to grant additional licenses, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, which do not unreasonably interfere with Licensee's use of the Facility and the System.
9. Installation and Operation of Solar System: The construction and installation of the System and all related matters are subject to, and shall be completed in accordance with the terms and conditions of Exhibit B (Facility Installation Plan), Exhibit C (Electrical Installation Plan), Exhibit E (Description of the System), Exhibit F (Description of Approved Equipment) and Exhibit G (Project Design and Installation Process), and Exhibit H (RFP). These Exhibits are incorporated by reference and made a part of this Solar License Agreement. To the extent the specifications in Exhibit H (RFP) conflict with any other provision of the SLA, including any other Exhibit, the SLA provision shall prevail. Pursuant to Exhibits B through H, Licensee shall commence construction and shall proceed, with reasonable diligence and continuity to construct a System for the Facility. No construction or installation by Licensee shall be permitted to begin until the Agency and the State have approved the completed plans and specifications for the project, which approval shall not be unreasonably withheld or delayed. Notwithstanding Agency and State approval of the System in accordance with these Exhibits, in no event shall such approval be interpreted as making Agency and the State responsible for, and Licensee acknowledges that the Agency and the State are not responsible for, the design or construction of the System. Licensee shall at its sole cost and expense design, build, own, maintain and operate the System in compliance with this SLA and the SPPA.
10. Modifications/Alterations: Upon approval by Agency and the State of the design, construction and installation of the System in accordance with Exhibit G (Project Design and Installation Process), Licensee shall have no right to change, replace or alter the System, nor attach fixtures or erect additions, structures or signs in or upon the Facility (collectively "Alterations") without receiving prior written approval of the Agency and the State. Prior to undertaking any such Alterations, Licensee shall submit to the Agency and the State detailed

and complete plans and specifications for the proposed Alterations. In their sole discretion, Agency and the State may waive the requirement for detailed plans upon Licensee's demonstration that the proposed alteration consists solely of modification or replace of like-kind equipment. Agency and the State shall not unreasonably delay or withhold written approval of Licensee's proposed alteration. However, as a condition to consenting to the Alterations, the Agency and/or the State may impose reasonable requirements, including the requirement that Licensee provide the State with a surety bond or other financial assurance that the cost of the Alterations will be paid when due, and reimbursement of any costs incurred by Agency and/or State in responding to Licensee's request. Any such Alterations performed by Licensee shall be performed in accordance with all Applicable Laws and Requirements, including any and all necessary permits and approvals obtained and a copy thereof provided to Agency. Licensee agrees to provide Agency with sufficient advance notice of any proposed Alterations to allow the coordination and approval by Agency of the construction schedule for such Alterations.

11. Licensee's access: Licensee acknowledges that, prior to the effective date of the SLA, Licensee was provided access to the Facility in order to conduct feasibility and configuration assessments, environmental assessments, and other inspections of the Facility, as Licensee deemed necessary. Other issues regarding early access for Licensee are included in Exhibit G (Project Design and Installation Process.) Licensee's access to the Facility shall be subject to all procedures reasonably adopted from time to time by Agency including, but not limited to, the procedures addressed in this Section and Exhibit D attached hereto and incorporated by reference ("Access Procedures"). Only Licensee's employees, agents and/or contractors retained by Licensee and listed in Exhibit D as amended by Licensee's written notice shall be permitted access to the Facility. Said representatives shall be required to show appropriate identification prior to the requested access. Licensee shall be permitted to access the Facility twenty-four (24) hours per day, seven (7) days a week for emergency purposes as reasonably agreed to and defined by Licensee and Agency and further described in Exhibit D. Licensee shall use the provided or authorized access at Licensee's sole risk. Access to the Facility by construction workers, material providers and agents of Licensee during construction shall be conducted so as to minimize interference with the operations of the Agency.
12. Security: At all times during the construction and operations on the Facility and any other authorized use areas, Licensee shall keep any and all areas of construction and operation adequately secured for safety and security purposes. Licensee shall coordinate with the Facility manager and comply with all Facility security requirements when accessing the Facility. Licensee hereby acknowledges that Agency shall have no obligation whatsoever to provide guard services or other security measures for the benefit of the Licensee. Licensee assumes all responsibility for the protection of Licensee, its agents and invitees and the property of the Licensee and of Licensee's subcontractors, agents and invitees from acts of third parties. **[Note: this might be modified if SLA is for a Correctional facility]**
13. State inspection of System: State shall be permitted non-emergency access to inspect the System upon seventy-two (72) hours prior written notice to Licensee. State personnel must be accompanied by personnel of Licensee during any non-emergency inspection of the System, unless Licensee agrees in writing to waive its right to accompany State personnel on all non-

emergency inspections. This requirement in no way prohibits Agency and/or the State from inspecting any and all portions of the Facility other than the System itself. In the event of emergency, the State may inspect the System unaccompanied and must notify Licensee within twenty-four (24) hours after such inspection.

14. Agency's obligations: Subject to any specific limitations in this SLA or the SPPA, Agency shall at all times during the term of this Agreement use commercially reasonable efforts to maintain the Facility, other than the System, in good condition and repair so as to be able to receive and utilize the electricity delivered to the Facility from the System. Agency will maintain in good working order and available at all times, its connection and service contract(s) with the relevant utilities so that Agency can, upon any suspension or interruption of electricity from the System, provide the Facility with the full requirements for electricity. All obligations of the Agency in this SLA regarding maintenance shall be subject to the right of the Agency during periods of renovation of any part of the Facility to issue a shut down order to the System, consistent with Section 14 of the SPPA, "Temporary Shutdown of System" and Section 15 of the SPPA, "Permanent Shutdown of the System at the Facility." Agency will use commercially reasonable efforts to remedy any interruption as soon as possible, consistent with these provisions.
15. Licensee's obligations, including maintenance and repair: Licensee shall cause the System to be operated and maintained at Licensee's sole expense, including the cost of capital repairs and replacements, in a commercially reasonable manner throughout the term of the SLA. Licensee warrants that all of its operating and maintenance personnel will be adequately qualified and trained throughout the term of the License. Licensee shall also be responsible for any maintenance and repairs to the Facility if such maintenance and repairs are necessary as a direct result of Licensee's Permitted Use. In particular, if the System is located on the roof of the Facility, Licensee shall, at its sole cost and expense, examine and repair to the reasonable satisfaction of Agency to ensure that the warranty for the Facility roof is not invalidated and to ensure that the roof remains watertight. If Licensee fails to comply with its maintenance and repair obligations pursuant to this SLA, Agency shall give Licensee notice in writing to do such maintenance and repair activities as are reasonably required under this Agreement. If within ten (10) days thereafter, Licensee fails to commence and diligently attempt to complete the requested activities, then, in addition to its other remedies under the SLA, Agency shall have the right to have such work performed and expend such funds at the expense of Licensee as are reasonably required to perform such work. Any amount so expended by Agency shall be paid promptly by Licensee upon Agency's submittal of the work invoices to Licensee. Licensee shall notify Agency in writing fifteen (15) days prior to any planned downtime for maintenance and repair. In addition, Licensee shall pay or offset from future Agency billing any savings lost by Agency in electricity payments as a direct result of System shutdown by Licensee. Licensee shall schedule such planned downtime so as to minimize any disruption to the Agency's operation at the Facility.
16. Facility Reroofing: [Applicable to Roof-mounted systems]: Licensee agrees that it shall bear the cost of moving the System, if necessary, once during the term of this License to allow Agency and/or the State to re-roof the Facility.

17. Relocation: Other than any relocation payment mutually agreed upon by parties under Section 15 of the SPPA, parties to this License agree that no relocation payment or relocation advisory assistance under applicable state and federal law will be sought or provided in any form as a consequence of this License. Licensee also acknowledges that Licensee, its employees, contractors, subordinates or assignees are not entitled to any relocation payment or relocation advisory assistance due to their occupancy at the Facility. In the event an assignment of this License is permitted pursuant to the terms herein, Licensee shall incorporate the above paragraph into each assignment. Failure to do so may obligate Licensee for any damages and costs resulting from claims for relocation payments from its assignees.
18. Prevailing Wage: For purposes of any activities performed pursuant to this SLA or the SPPA, Licensee, and any subcontractor thereof, shall pay the rate of wages for regular, overtime and holiday work plus employer payments for all benefits generally prevailing in the locality in which the work under this SLA is to be performed, as determined by the State of California, Department of Industrial Relations. This requirement shall include all crafts, classifications or types of workmen used on Agency premises at the point of delivery of Licensee, or Licensee's subcontractor(s), for the assembly and installation of the materials purchases under this SLA. Licensee shall comply with the Laws and Regulations governing the payment of prevailing wage as identified in the Labor Code, Part 7 (Public Works and Public Agencies), Chapter 1 (Public Works).
19. Mechanic's Lien: Licensee shall not cause or permit any liens to attach or to be placed upon or encumber the System or the Facility arising from or resulting out of any improvements, alterations or other work performed by Licensee. If any such lien attaches, Licensee agrees to cause the lien to be removed within ten (10) days of notification thereof by the post of a bond, payment of the lien or otherwise. If Licensee fails to remove the lien within this time period, in addition to its other remedies under this Agreement, Agency or State may undertake to cause such lien to be removed and charge to Licensee any costs and expenses incurred in connection with the removal of said Lien.
20. Payment and Performance Bonds: Before starting any installation, Licensee shall obtain and provide a payment bond on Standard Form 807 (see Exhibit I). Licensee shall furnish bonds, each in the amount of 100 percent of the amount covering material, labor and payment of obligations arising thereunder and faithful performance of the SLA as stipulated in Form 807. In addition, Licensee shall furnish a performance bond in an amount necessary to complete the installation of the System in the event Licensee fails to complete the installation as specified under Section 9 above (See Exhibit I).
21. Protection of Premises: Licensee shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Facility or the State's interest in the property located thereon and therein, or that will violate any warranty for the Facility roof. Licensee shall comply with all rules, orders, regulations, requirements and recommendations of the State, the Agency or any department, office or division thereof, including without limitation any risk management department or office or any other department or office performing a similar function. Licensee shall

promptly, upon demand by Agency or the State, reimburse the State for any additional premium charged for such policy by reason of Licensee's failure to comply with the provisions of this Section or due to Licensee's design, construction, installation or operation of the System.

22. Losses: Agency and the State will not be responsible for losses or damage to personal property, equipment or materials of Licensee at the Facility. All losses by Licensee at the Facility shall be reported immediately to Agency upon discovery by Licensee.
23. Insurance: Agency and the State are not responsible for and will not maintain insurance covering the System against any fire or casualty, and Licensee will make no claim of any nature against Agency or the State by reason of any damage to the property of Licensee in the event of damage or destruction by fire or other cause. Licensee shall procure and maintain for the duration of the SLA insurance against all claims for injuries to persons or damages to property which may arise from or in connection with Licensee's performance of the work under this SLA and the results of that work by Licensee, his agents, representatives, employees or subcontractors. This insurance shall meet the following requirements:
 - a. Any insurance company used by Licensee shall be acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). In any event, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. If self-insured, Licensee must demonstrate to the satisfaction of DGS, ORIM that such insurance is adequate.
 - b. Licensee shall furnish Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of California and Agency before work commences. The State of California reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
 - c. All coverage shall be in force as long as Licensee owns the System. If the insurance expires during the term of this SLA, Licensee shall immediately provide a new current certificate or may be declared in default of this SLA. The Agency and the State reserve the right to withhold all payment for electricity service until the default is cured to the satisfaction of Agency and the State. Renewal insurance certificates must be tendered to Agency at least ten (10) days prior to the expiration of the previous insurance certificate. This new insurance shall be in accordance with the terms of this SLA.
 - d. Insurance policies shall contain a provision stating that coverage will not be cancelled without thirty (30) days prior written notice to Agency.
 - e. Licensee shall be responsible for any deductible or self-insured retention contained within the insurance.
 - f. In the event Licensee fails to keep in effect at all times the specified insurance coverage, the Agency and the State may, in addition to any other remedies it may have, terminate this SLA upon the occurrence of such event, subject to the provisions of this SLA.
 - g. Any insurance required shall be primary.

- h. The insurance coverage required herein shall not in any way limit the liability of the Licensee, its officers, agents, partners or employees.
- i. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - i. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)
 - ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto)
 - iii. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance
 - iv. Property insurance, Fire and Extended Coverage Form
- j. Minimum Limits of Insurance: Licensee shall maintain limits no less than:
 - v. General Liability (including operations, products, and completed operations): \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - vi. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - vii. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - viii. Property Insurance: Fire and Extended Coverage in an amount sufficient to reimburse Licensee for all of its equipment, fixtures, and personal property located on or in the Premises including improvements hereinafter constructed or installed.
- k. Deductibles and Self-Insure Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, and employees; or the Licensee shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - ix. The State of California, its officers, officials, employees, servants, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Licensee; and with respect to liability arising out work or operations performed by or on behalf of the Licensee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance, or as a separate owner's policy (CG 20 10 11 85).
 - x. For any claims related to this SLA, the Licensee's insurance coverage shall be primary insurance as respects the State of California, its officers, officials and employees. Any insurance or self-insurance maintained by the Agency or the State of California, its officers, or officials shall be excess of the Licensee's insurance and shall not contribute to it.

- xi. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the State of California and the Agency.
 - xii. Coverage shall not be extended to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- m. Subcontractors: Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the State of California and Agency for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated here.
24. Vacating the Facility/Removal of Equipment: Licensee shall, within forty-five (45) days of expiration or termination of this Agreement, remove the System from the Facility, return the Facility to its pre-installation condition with normal wear and tear excepted, and peaceably and quietly leave, surrender and yield the Facility to Agency and the State. Agency and the State may, within their sole discretion, extend the time allowable for Licensee to vacate the Facility and remove the System upon written request by Licensee within this 45-day period. Upon completion of Licensee's removal of the System and conduct of any necessary repairs, a qualified representative from Agency and/or the State shall inspect the Facility to determine that the Facility was left in accordance with this Section. If the Agency and/or the State determine that Licensee has not removed the System or repaired damage in an adequate or timely manner in accordance with this Section, Agency and/or the State shall have the right to any and all remedies as specified in Section 16 of the SPPA, including, but not limited to, consideration of the System as "abandoned."
25. Option to Purchase:
- a. End of Term: Agency shall have an option to purchase the System and any alterations, materials or equipment (collectively "Licensee's System") at the end of the term of this Agreement, including any early termination of this Agreement. Agency shall, within one hundred and eighty (180) days before the expiration or early termination of this Agreement, advise Licensee as to whether it shall enter negotiations with Licensee to exercise its option to purchase Licensee's System. Licensee and Agency shall first attempt to agree on a fair market value price for Licensee's System. In all events, "fair market value" shall mean the price that would be established in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion, respectively, to buy or sell, and neither of which is related to Agency, Licensee or any financing entity of Licensee. If the parties cannot agree on a value, fair market value shall be determined at the time of the option by an independent energy appraiser mutually acceptable to both Agency and Licensee.
 - b. Right of First Refusal: If, at any time during the term of this Agreement, Licensee receives a bona fide offer from any party other than a parent or wholly owned subsidiary

of Licensee (“Offering Party”) to purchase all or any part of Licensee’s System, which offer Licensee would accept, Licensee shall, before accepting such offer, (i) send to Agency and the State a true copy of the proposed offer; (ii) notify Agency and the State of the intention of Licensee to accept the offer if the System is not purchased by Agency, and (iii) offer Licensee’s System for sale to Agency under the same terms and conditions. Agency shall have thirty (30) days after receipt of the notice and the offer to notify Licensee that, conditioned upon obtaining the necessary authorizations to accept the offer, it will accept the terms of the offer.

- i. Agency’s failure to so notify Licensee within the said thirty (30) day period shall thereby waive Agency’s right of first refusal in that instance, but not as to any subsequent offer, and Licensee then may sell Licensee’s System to the Offering Party, provided that said sale is on the same terms and conditions and for not less than the price set forth in the offer to Agency and the State, that said sale is conditioned by the Offering Party’s agreement to be bound by all terms of the SPPA and this SLA, including Agency’s right of first refusal, and that the sale would otherwise meet the conditions of assignment as provided in section 19 of the SPPA.
- ii. If Agency notifies Licensee that, conditioned upon obtaining the necessary authorizations, it will accept the offer, then Agency shall have one-hundred and twenty (120) days from the date of said notification to satisfy said condition. If Agency fails to satisfy the condition in the preceding sentence within one-hundred and twenty (120) days, then Licensee may sell Licensee’s System to the Offering Party, conditioned upon meeting the conditions specified in (i) above. If the necessary authorizations are obtained within the one-hundred and twenty (120) day period mentioned above, then the closing of the purchase shall take place as provided in the offer but no sooner than sixty (60) days after the date of such approval.
- iii. If the System is owned by an entity other than the Licensee (such other entity defined as the “Financing Entity”), then the provisions of this Section shall apply, at Agency’s and/or the State’s option, to sales of the Financing Entity’s interest in the System. This provision shall not apply to the initial sale of the System to a Financing Entity as part of the financing of the System, provided that such sale occurs within ninety (90) days of the initiation of delivery of electricity to the Facility from the System. The provisions of this Section will apply to any subsequent sale by the Financing Entity, and Licensee warrants that the documents for any initial financing sale reflect clearly the Agency’s rights in this regard.

c. Option to Purchase at Month 61: At any time on or after the anniversary of the 61st month after the initiation of delivery of electricity from the System to the Facility, Agency may elect to purchase Licensee’s System and/or the Financing Entity’s interest in the System. Agency shall exercise such right to purchase either or both of these interests by giving written notice of its election to do so to Licensee and the Financing Entity at least one hundred and eighty (180) days prior to the date of said purchase. Such purchase shall be at the fair market value at the time of the option. In all events, “fair market value” shall mean the price that would be established in an arm’s length transaction between an

informed and willing buyer and an informed and willing seller under no compulsion, respectively, to buy or sell, and neither of which is related to Agency, Licensee or any financing entity of Licensee. Licensee and Agency shall first attempt to agree on a fair market value price for Licensee's System. If the parties cannot agree on a value, fair market value shall be determined at the time of the option by an independent energy appraiser mutually acceptable to both Agency and Licensee.

REMAINING PROVISIONS TO BE PROVIDED IN FINAL SLA

26. Condemnation
27. Possessory Interest Taxes; Copyright and Patent Obligations
28. Hazardous Substances
29. Clear Title
30. No Recordation
31. Electronic Waste Recycling Act of 2003
32. DVBE Certification
33. Standard California Nondiscrimination Construction Contract Specifications for contracts exceeding \$5,000 (Std 18)
34. Non-collusion affidavit
35. Lead Paint/Asbestos notification
36. Contractor Licensing Board verification
37. Employment of undocumented aliens
38. Labor Code Certification:

Exhibits to Include:

- A. Building Location Map
- B. Facility Installation Plan
- C. Electrical Installation Plan
- D. Access Procedures for Facility
- E. Description of System
- F. Description of Approved Equipment (if not included in 5)
- G. Project Design & Installation Process
- H. List of Hazardous Substances

- I. Payment and Performance Bond: Forms
- J. Transaction Costs

SOLAR LICENSE AGREEMENT EXHIBIT "D"

ACCESS PROCEDURES FOR THE FACILITY

TO BE DISTRIBUTED TO ALL LICENSEE'S REPRESENTATIVES LISTED BELOW

- I. Access Procedures for Licensee - As stated in the SLA, Section 11, Licensee's access to the Facility shall be subject to all procedures adopted from time to time by the Agency including, but not limited to, the procedures addressed in this Exhibit "D". Only Licensee's employees, agents, and/or contractors retained by Licensee as listed below shall be permitted access to the Facility. Said representatives shall be required to show appropriate identification prior to the requested access. Licensee shall be escorted by the Facility representative or his/her designee, who shall log the arrival and departure of said Licensee representative on the Rooftop/Garage Solar Field.
 - A. Non-Emergency Access - Licensee must contact the Facility representative referenced below, to schedule all non-emergency access to the Facility which shall be conducted Monday through Friday between 8:00 am and 4:30 pm. Such access shall 1) require at least twenty-four (24) hours prior written notice to Agency for scheduling purposes and 2) require that Licensee be accompanied by the Facility representative or his/her designee who shall log the arrival and departure of said representative. Access to the Facility during the hours of 4:30 pm to 8:00 am on weekdays or during weekends and holidays shall be granted for emergency purposes only, as described below, unless otherwise agreed to in writing between the parties.
 - B. Emergency Access - Licensee shall be permitted to access the Facility twenty-four (24) hours a day, seven (7) days a week for emergency purposes, as reasonably determined by Licensee. Within twenty-four (24) hours of such access, Licensee shall provide the Agency with a written explanation of the nature of the emergency.
 - 1) Weekday Emergencies - For emergencies between the hours of 8:00 am and 4:30 pm Monday through Friday, Licensee shall follow the protocol described above for non-emergency access except that the twenty-four (24) hours prior written notice shall not be required.
 - 2) Weekday Evening Emergencies - For emergencies between the hours of 4:30 pm and 8:00 am Monday through Friday, Licensee shall contact Agency Facility representative. Said Facility representative shall contact the appropriate Agency employee who shall meet Licensee's authorized representative at the Facility, escort Licensee's representative to the Facility, and log the arrival and departure of said representative. Alternately, Access cards may be issued to Licensee's representative when available.

- 3) Weekend and Holiday Emergencies - For emergencies between Friday 4:30 pm to Monday 8:00 am or on any holiday observed by the Agency, Licensee shall contact the Facility representative. The Facility representative will contact the appropriate Agency employee who will meet the Licensee's representative at the Facility, escort said representative to the Facility, and log the arrival and departure of said representative.

II. Names, Company Names and Phone Numbers of Licensee's Employees, Agents and Contractors Permitted Access to Facility

III. Names/Titles and Phone/Pager Numbers of Agency Contacts

Facility representative Phone (xxx) xxx-xxx; Pager 1 (888) xxx-xxxx

IV. Access cards have been issued to the following Licensee Representatives:

Name:

Card Key No.:

SOLAR LICENSE AGREEMENT EXHIBIT “G”

PROJECT DESIGN & INSTALLATION PROCESS

- A. This Exhibit describes the process for the review and approval of the proposed solar photo-voltaic systems after identification of successful proposals.
- B. For activities controlled by the State, the anticipated estimated time in calendar days is provided for the successful bidder’s use in preparing the required design and installation schedule.
- C. For milestones the duration is listed as one calendar day.

Ref #	Task or Milestone	Deliverable or Activity	Responsible Party	Estimated Time in Calendar Days
1	Identification of Successful Bidders based on Price Proposals	Proposal Evaluation Package	State – Joint CPA – DGS – Host Agency Evaluation Team	1
California Environmental Quality Act (CEQA) Review				
2	Verify level of California Environmental Quality Act (CEQA) Compliance.	Review by DGS RESD PSB ESS.	State	5
3	Award and Notification of Successful Bidders	Award Letter with verification of CEQA compliance level.	State	5
4	SB submits Project Management and CEQA fees in accordance with Exhibit J – Transaction Costs deposited into the RESD Architecture Revolving Fund (ARF).	Check	SB	5
5	State completes CEQA due diligence and review; documentation is completed and filed with State Clearing house	CEQA Documentation <ul style="list-style-type: none"> • Categorical Exemption • Negative Declaration • Environmental Impact Report 	State	10 30 180 minimum
6	Project Schedule	CPM – Gantt schedule for design and installation process.	SB	1

Ref #	Task or Milestone	Deliverable or Activity	Responsible Party	Estimated Time in Calendar Days
7	Verification of remaining Transaction Costs	Review by State design and installation review and oversight services providers – update provided to SB.	State	30 - concurrent with CEQA Notice period
8	SB confirms project is still financially feasible based upon updated estimates of Transaction Costs.	Acceptance of Transaction Costs revisions, if any	SB	5
9	CEQA 35 day notice period passes with no challenge.	Verification Letter	State	1
Site License and Power Purchase Agreements Execution				
10	Bonds, Insurance and other documentation	Insurance certificates, bonds and other required documentation	SB	14
11	Site License and Power Purchase Agreements Executed	Final agreements to SB, State host site agencies and DGS OLS for signatures and execution	SB & State	14
12	Notice to Proceed	Letter authorizing SB to proceed with installation design and construction documentation.	State	1
Installation Construction Documentation & Technical Review				
13	SB submits balance of Transaction Costs in accordance with Exhibit J	Check to be deposited into the RESD Architecture Revolving Fund (ARF).	Successful Bidder	5
14	Installation Construction Documents	Detailed plans, specifications and engineering calculations	SB	Determined by SB's schedule as approved by State
15	State Fire Marshall	Construction Documents Review and Approval by State Fire Marshall	SB	30
16	Office of Universal Design	Construction Documents Review and Approval by Office of Universal Design for accessibility issues, if applicable	SB	30 concurrent with SFM review

Ref #	Task or Milestone	Deliverable or Activity	Responsible Party	Estimated Time in Calendar Days
17	RES D Technical Review Submittal	After approval by SFM & DSA/OD, approved “sealed and wet signed” construction documents, calculations and updated schedule to RES D PM for review (5 sets)	SB	1
18	RES D Technical Review	Construction documents and calculation reviews, marked up copies returned to SB	State	14
19	Plan review comments	SB corrects or resolves all comments, updates construction documents, corrected “wet signed” construction documents and schedule are submitted for back check review.	SB	14
20	Plan Review Backcheck	Correction or resolution of comments verified, acceptance of design package with 3 sets returned to SB	State	7
21	Notice to Proceed - Installation	Letter NTP issued	State	1
Installation				
22	Installation period coordination and communication – Pre-construction Meeting	SB and installation subcontractors meet State and facility representatives to discuss project procedures and facility requirements to minimize disruption to ongoing facilities operations.	State (DGS, CPA, Host Facility Agency)	1
23	Construction and Installation	Installation of solar photo-voltaic system	SB	Per SB’s Installation Schedule as approved by State.

Ref #	Task or Milestone	Deliverable or Activity	Responsible Party	Estimated Time in Calendar Days
24	Construction and installation inspection	Inspection of the work for compliance with approved plans and applicable codes and regulations.	State	Concurrent with and per SB's Installation Schedule as approved by State.
25	Construction and Installation Completion	Notice from SB that construction and installation is complete,	SB	1
26	Final Inspection	Inspection for compliance with approved plans and applicable codes and regulation, punch list of minor items to be corrected, installation is determined to be "Substantially Complete"	State	1
27	Punch List	Correction of Punch List items	SB	Within 30 days of Substantial Completion
28	Acceptance and Operation	Letter of Acceptance	State	1

SOLAR LICENSE AGREEMENT EXHIBIT I:

PAYMENT AND PERFORMANCE BOND FORMS

**PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Civil Code Section 3247)**

BOND NO. _____

The premium on this bond is _____, for the term _____

Know All Men By These Presents:

1..1.1.1.1 That The State of California, acting by and through the DEPARTMENT OF GENERAL SERVICES, Procurement BRANCH has awarded _____, whose address _____ as Principal, a Contract for the work described as follows:

1..1.1.1.2 Project Title: SOLAR INSTALLATION PROJECT

Project Location:

WHEREAS, the provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said Contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and _____, a Surety Corporation organized under the laws of _____, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of **(THE PROJECT AMOUNT-100%)** for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective

_____.

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an un-revoked power of attorney.

Executed in _____, on

(CITY AND STATE)
(DATE)

under the laws of the State of California.

X _____
(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OR ATTORNEY IN FACT)

STATE OF CALIFORNIA
Std. 807 (Rev 9/93)

2

3 PERFORMANCE BOND TO ACCOMPANY CONSTRUCTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The State of California, acting by and through the Department of General Services has awarded to _____, whose address _____, an **A CORPORATION**, existing under and by virtue of the laws of the State of California as Contractor, a Contract for the work described as follows:

Contract Number: _____ **Project Title:** SOLAR INSTALLATION PROJECT

Project Location:

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of AN AMOUNT SUFFICIENT TO COVER THE CIRCUMSTANCE WHERE THE CONTRACTOR FAILS TO COMPLETE THE PROJECT AND IT IS NECESSARY TO EITHER FINISH THE PROJECT OR RESTORE THE SITE TO ITS ORIGINAL CONDITION, (OR) 100 % OF THE PROJECT to be paid to the State or its certain attorney, its successors and assigns; for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 2003

(NAME OF THE LICENSEE OR CONTRACTOR)

By

Signature of Contractor

(SEAL)

Name and Address of Surety

By

Signature of Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF _____

On this _____ day of _____ in the year of **2004**, before me, a notary public in and for the county and State aforesaid, personally appeared, _____ known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of _____, and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

NOTARY PUBLIC

PERFORMANCE BOND (REVISED 10/29/01)

SOLAR LICENSE AGREEMENT EXHIBIT J

TRANSACTION COSTS - STATE PROJECT COSTS TO BE REIMBURSED

- A. In accordance with the provisions of this Solar License Agreement LICENSEE shall reimburse the STATE for its Transaction Costs incurred during the project development and installation process. These Transaction Costs include the following:
- (1) Project management and coordination of the state's review, approval and inspection processes.
 - (2) Preparation, review and filing of California Environmental Quality Act (CEQA) compliance documentation.
 - (3) Due diligence reviews for real estate title issues.
 - (4) Technical review and approval of project plans and specifications in the areas where the proposed solar photo-voltaic system affects or is connected to the State's land and facilities.
 - (5) Inspection of the work during the installation of the proposed solar photo-voltaic system for compliance with applicable codes and regulations and the specific requirements of the approved project plans and specifications.
 - (6) Security and guarding costs for projects located at California Department of Corrections facilities.
- B. It is anticipated the LICENSEE will include the Transaction Costs as part of the capital cost of the proposed solar photo-voltaic system and recover them as a portion of the ¢/kWh price to be paid over the term of the Power Purchase Agreement.
- C. For budgeting during the preparation of the Proposals, LICENSEE shall use Table J1 – Transaction Costs to be Reimbursed to determine Transaction Costs based on the type of project(s) to be undertaken (see Attachment 2 - Typical Installation Parameters for Solar Electric Systems on State Facilities).
- D. LICENSEE shall deposit into the Department of General Services' Architecture Revolving Fund (ARF) funds for the Transaction Costs necessary for the management, review, approval and inspection of the project in accordance with the amounts and times as specified in Table J1 – Project Transaction Costs to be Reimbursed.
- E. Transaction Costs are on a per project basis at a single site location, except for construction inspection and security / guarding costs at CDC locations, which are based upon the duration in weeks of the project's construction field operations.
- F. Should the project be abandoned by the LICENSEE through no fault of the State, Transaction Costs paid to the State by the LICENSEE are refundable only to the extent they have not been incurred.
- G. Should the Transaction Costs exceed the amounts stated in Table J1 through no fault of the State, LICENSEE shall reimburse the State for the excess Transaction Costs without any adjustment to the solar photo-voltaic pricing proposed for the Site License Agreement.

Table J1 - Project Transaction Costs to be Reimbursed

Transaction Cost Areas	Unit Cost per PV System Type				
	Unit	250 kW Roof Top Horizontal Self-Ballasted	250 kW Roof Top Elevated Racks	1 MW Ground Based Covered Parking	1 MW Open Field
To be Paid Subsequent to Award and Prior to Execution of Solar License and Solar Power Purchase Agreements					
CEQA Environmental ¹	Project	\$5,000	\$5,000	\$7,500	\$8,500
Project Management / Coordination	Project	\$10,000	\$15,000	\$20,000	\$15,000
To be Paid Upon Execution of Solar License and Solar Power Purchase Agreements					
Design Review and Approval	Project	\$4,000	\$5,000	\$7,500	\$6,500
Due Diligence	Project	7,500	7,500	\$10,000	\$10,000
Construction Inspection ²	Week of Construction Operations at Facility	\$4,000	\$4,000	\$4,000	\$4,000
Security and Guarding Costs ³ – CDC projects only	Week of Construction Operations at Facility	\$1,750	\$1,750	\$1,750	\$1,750
To be Paid Upon Installation Completion and Commencement of Solar Power Generation					
Program Development Fees	kW installed capacity	\$110.00 / kW			

Notes to Table J1:

1. CEQA compliance costs are based upon review and documentation level the Categorical Exemption level.
2. Construction inspection costs are for a full time inspector, including travel time to and from work site.
3. Security and Guarding costs are based upon the costs for one guard 5 days per week at 10 hours per day.

ATTACHMENT 7

SCHEDULE of RECOMMENDED SITE VISITS

Table 1 – Summary of Site Visit Dates and Times

SITE	CITY	DATE	TIME
UC Santa Cruz	Santa Cruz	5/5	10:00 AM
DGS Office Building	Santa Rosa	5/6	10:00 AM
Caltrans Office Building	Stockton	5/7	1:00 PM
CSU Cal Poly	San Luis Obispo	5/10	8:00 AM
UC Santa Barbara	Santa Barbara	5/10	2:00 PM
CSU Long Beach	Long Beach	5/11	10:00 AM
Metropolitan State Hospital	Norwalk	5/12	9:00 AM
CSU Dominguez Hills	Carson	5/12	3:00 PM
CSU Fullerton	Fullerton	5/13	9:00 PM
Patton State Hospital	Patton	5/14	9:00 PM
Chuckawalla Valley State Prison ¹	Blythe	5/18	12:00 PM
Ironwood State Prison ¹	Blythe	5/18	12:00 PM
UC Office of the President	Oakland	5/19	10:00 PM

Notes:

1. Bidder's attending site visits at California Department of Corrections sites must supply the names and driver's license numbers of their staff that will be in attendance for access security clearance. Provide information via e-mail to RFP Primary Contact, see Section 3.0 Paragraph 3.1, no later than close of business on May 4, 2004.

2. See Table 2 on following page for site addresses, estimated PV installation sizes (where available), site descriptions and information on applicable public utility electric tariffs.

Table 2 – Site and Electrical Tariff Information

Site Location	Estimated PV Size	Site Description	Electrical Tariff
CALIFORNIA DEPARTMENT OF CORRECTIONS			
Chuckawalla Valley State Prison 19025 Wiley's Well Road, Blythe 92225	1 MW ground mount	Open field adjacent to prison	SCE TOU-8, two years of usage data provided
Ironwood State Prison 19005 Wiley's Well Road, Blythe 92225	1 MW ground mount	Open field adjacent to prison	SCE TOU-8, one year of usage data provided
CALIFORNIA DEPARTMENT OF GENERAL SERVICES			
Santa Rosa State Office Building 50 D Street, Santa Rosa CA 95404	250 kW roof mount	One office building	PG&E A10-SX, one year of usage data provided
CALIFORNIA DEPARTMENT OF MENTAL HEALTH			
Metropolitan State Hospital 11401 Bloomfield Ave., Norwalk CA 90650 (Buildings "100s" and "400s")	250 kW roof mount	Several buildings identified	SCE TOU-8 one year of usage data provided
Patton State Hospital 3102 East Highland Avenue Patton CA 92369	250 kW roof mount	Several buildings identified	SCE TOU-8, one year of usage data provided
CALIFORNIA DEPARTMENT OF TRANSPORTATION			
District Office Buildings 1976 East Charter Way and 1604 South "B" Street, Stockton CA	200-250 kW roof mount and/or carport	One office building and one parking lot	PG&E A10SX, five years of usage data provided

Site Location	Estimated PV Size	Site Description	Electrical Tariff
UNIVERSITY OF CALIFORNIA			
UCOP Headquarters 1111 Franklin Street Oakland CA 94607	250 kW roof mount	Single high-rise office building (8 stories)	PG&E E-19S for T&D, direct access customer for commodity
UC Santa Cruz 1156 High Street Santa Cruz CA 95064	200 kW roof mount	Three campus buildings identified	PG&E E-19S for T&D, direct access customer for commodity
UC Santa Barbara Santa Barbara CA 93106	TBD, roof mount and parking structure	One existing building, two new buildings: Event Center, CPS III, and Rec Center	SCE Tariff TOU-8 For T&D, direct access cost at approx 6 cents per kWh for commodity
CALIFORNIA STATE UNIVERSITY SYSTEM			
CSU Fullerton 800 North State College Blvd, Fullerton CA 92834	Parking lot: 400 kW Building: 300kW	New parking structure and two story building	SCE Tariff TOU-8 for T&D, direct access for commodity
CSU Cal Poly 1 Grand Avenue San Luis Obispo CA 93407	400 kW roof mount	Three story building (Engineering West) Roof mount	PG&E Tariff E-20T for T&D, direct access for commodity
CSU Dominguez Hills 1000 East Victoria Street, Carson CA 90747	750 kW parking structure	New parking lot	SCE Tariff TOU-8 for T&D, direct access for commodity
CSU Long Beach 1250 Bellflower Blvd. Long Beach CA 90840	Parking lot: 500 kW Building: 200kW	Library and Corporation Yard parking lots, a five story and a three story building	SCE Tariff TOU-8 for T&D, direct access for commodity

ATTACHMENT 8

SOURCE INFORMATION FOR APPLICABLE ELECTRIC TARIFFS

PG&E Tariff Information:

<http://www.pge.com/tariffs/ERS.SHTML#ERS>

SCE Tariff Information:

http://www.sce.com/sc3/005_regul_info/005a_tariff_book/005a3_rates/default.htm

SDG&E Tariff Information:

http://www.sdge.com/business/rates_tariffs.shtml

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